



ACKNOWLEDGMENT OF PUBLIC IMPROVEMENT PROCEDURES

Date of Transmittal

Permit No.

Permittee Name

Project Name

Project Location

Description of work

The following is a checklist of materials to be submitted at the time of request for acceptance. Please check "YES", "NO", or "N/A":

| ITEM | YES | NO | N/A | NOTES |
|--|-----|----|-----|-------|
| Preliminary Walk Through Request | | | | |
| Executed Punch List(s) | | | | |
| Request for Warranty Acceptance | | | | |
| As-Built Drawings | | | | |
| Test verification/results, signed by PE | | | | |
| Documentation of approved variances | | | | |
| List of design changes | | | | |
| Profil-o-graph (concrete arterials only) | | | | |
| Security (Letter of Credit, or Business Check) | | | | |

FINAL ACCEPTANCE CHECK:

| ITEM | YES | NO | N/A | NOTES |
|--|-----|----|-----|-------|
| Final Walk Through Request | | | | |
| As-Built drawings of stormwater control measures | | | | |
| ROW Permit for Remedial Work | | | | |
| Executed Punch List(s) | | | | |
| Request for Full Term Maintenance | | | | |

NOTES/COMMENTS:

ACCEPTANCE PROCEDURES AND REQUIREMENTS

Information contained in this document is based on the City of Castle Pines Roadway Design and Construction Standards.

This section sets forth the procedures and requirements related to acceptance of roads and infrastructure in the City of Castle Pines. It is intended to maintain a uniform road development policy throughout the City and to provide a clear statement of the procedures for road acceptance.

1.1 APPLICATION OF STANDARDS

1.1.1 The requirements contained herein shall apply to all new development and redevelopment and all other work affecting rights-of-way that are planned for public use within the jurisdiction of the City of Castle Pines.

1.1.2 These requirements may be enforced by work stoppage injunctions issued by the District Court pursuant to law; or suit may be filed by the City Attorney on behalf of the BCC for damages resulting to rights-of-way that are planned for public use due to noncompliance with these requirements.

1.2 GENERAL POLICIES

1.2.1 Where road improvements are required for a subdivision, the initial capital cost will be paid by the developer. After final acceptance of the roads, the City will then provide a normal level of maintenance as available funds, manpower and equipment permit. A normal level of maintenance may consist of street sweeping, snow plowing, repair and cleaning of drainage structures, and general maintenance of the roadway in a condition deemed safe by the City of Castle Public Works Operations.

1.2.2 The City will maintain only those improvements specifically accepted for maintenance by the City.

1.2.3 Roadways shall not be opened to general public traffic until necessary traffic control devices have been installed. Before a new roadway is accepted by the City of Castle Pines, it shall be properly signed and striped according to the approved Construction Drawings.

1.2.4 See applicable Improvement Agreement for requirements on completion of improvements.

1.2.5 Any roadway that is constructed by a Metro and/or Special District (District) or other quasi-governmental agency (Agency) shall execute an Inter-Governmental Agreement (IGA) with the City of Castle Pines. The IGA shall specify that the District or Agency must conform to the two-year warranty period criteria as defined in Chapter 13 of the Castle Pines Roadway Design and Construction Standards.

1.3 PRELIMINARY ACCEPTANCE PROCESS

1.3.1 Once improvements (streets, infrastructure, and drainage), which are covered by a valid City of Castle Pines Permit, are constructed to City of Castle Pines Standards, the Owner/Developer shall request a Preliminary Walk-Through Acceptance.

1.3.2 After the Preliminary Walk-Through Acceptance has been completed, and any deficiencies repaired, the Owner/Developer shall complete this form requesting Preliminary Acceptance. The request shall acknowledge that the Owner/Developer has fulfilled the Subdivision Improvement

Agreement requirements. The request shall be accompanied by a vicinity map, the map should show access to the filing or phase from the nearest arterial roadway. The roads included in the request must be highlighted on the map and all street names must be legible.

1.3.3 It is the practice of the City to accept all the improvements for a subdivision at one time. Phases shall be shown on all construction drawings to ensure complete loops in each phase. Partial acceptance within a phase is discouraged. If the Owner/Developer desires partial acceptance of subdivision public improvements, a request for such partial acceptance should precede the request. The partial acceptance request should define and justify the partial acceptance schedule and explain the circumstances of the partial acceptance request. Such requests shall be considered by the Public Works Director on a case by case basis.

1.3.4 As-Built drawings shall accompany the request.

1.3.5 Included with the acceptance request shall be independent test verification by a registered professional engineer. Such verification shall consist of acceptable destructive or nondestructive tests and an evaluation report based on those tests which substantiate compliance with the accepted plans, and that the expected life of the roadway structure is at least 20 years, based on normal surface maintenance being provided by the City.

1.3.6 If the engineer cannot verify substantial compliance with the accepted construction plans, a list of changes or exceptions to the plans shall be provided for consideration of acceptance by the Public Works Director. These must be documented by submitting As-Built Drawings with the list of changes or exceptions.

1.3.7 Included with the acceptance request shall be a profile-o-graph of all concrete arterial roadways constructed with the project. Profil-o-graph tests shall be made for each driving lane. Copies of the tape and the reduced data shall be submitted to the City. Acceptance criteria for "smoothness" shall be based on CDOT Standard Specifications.

1.3.8 Terms of Maintenance Responsibility:

1.3.8.1 Until Final Acceptance by the City of the Subdivision Improvements, Developer shall, at Developer's expense, make all needed repairs or replacements to the Subdivision Improvements required on account of defects in materials or workmanship and shall be responsible for ordinary repairs and maintenance thereof including street sanding, snow removal, and cleaning. Subsequent to Preliminary Acceptance and subject to accessibility, the City may elect to relieve the Developer of traffic signage and snow removal responsibility. Specific reductions or releases of responsibility must be in writing signed by the Public Works Director.

a. **Storm Maintenance in accordance with the City of Castle Pines**

i. **Maintenance:** The maintenance of permanent stormwater facilities shall be performed by the Property Owner, or as otherwise designated by legal agreement. Maintenance operations shall be in accordance with the approved operations and maintenance manual (O&M Manual) for the Project. Routine maintenance of permanent stormwater facilities shall include sediment and debris removal. Non-routine maintenance may include the repair and/or replacement of outlet structures, trickle channel, outlet pipes, channel slopes, and

other related facilities. When appropriate maintenance is not provided, the City may provide the necessary maintenance and shall assess the associated cost to the Property Owner. All permanent stormwater facilities, with or without retaining walls, shall be designed in accordance with the maintenance requirements identified.

b. **Storm Maintenance**

- i. **Maintenance:** Permanent stormwater facilities must be properly maintained if they are to function as intended over a long period of time. The following types of maintenance tasks should be performed periodically to ensure that Permanent storm water facilities function properly:
- ii. **Inspections:** Permanent stormwater facilities must continue to be inspected under the GESC permit until final stabilization is achieved, the GESC permit is closed, and the City has accepted the permanent stormwater facilities as a Final Acceptance. After this occurs, the facility must be inspected on an annual basis thereafter. In addition, the City recommends that these facilities should be inspected during and after major storm events to ensure that the inlet and outlet structures are still functioning as designed, and that no damage or clogging has occurred.
- iii. **Mowing:** Impoundments should be mowed at least twice a year to discourage woody growth and control weeds.
- iv. **Sediment, Debris and Litter Control:** Accumulated sediment, debris, and litter should be removed from permanent stormwater facilities at least twice a year. Particular attention should be given to removal of sediment, debris, and trash around outlet structures to prevent clogging of the control device.
- v. **Nuisance Control:** Standing water or soggy conditions within the lower stage of a permanent stormwater facilities can create nuisance conditions such as odors, insects, and weeds. Allowance for positive drainage during design will minimize these problems. Additional control can be provided by periodic inspection and debris removal, and by ensuring that outlet structures are kept free of debris and trash.
- vi. **Structural Repairs and Replacement:** Inlet and outlet devices, and standpipe or riser structures have been known to deteriorate with time, and may have to be replaced. The actual life of a structural component will depend on individual site-specific criteria, such as soil conditions.
- vii. **Maintenance should be done as described in the Operation and Maintenance (O&M) Plan.** O&M plans are required to be submitted to the City.

1.3.8.2 Traffic control devices, either temporary or permanent, as accepted on the Construction Plans, must be installed before the City will accept the improvements.

1.3.8.3 The City will not be responsible for installation or maintenance of any barricades or warning signs required to protect the public due to construction phasing.

1.3.8.4 During the warranty period, the Developer shall be responsible for all corrective or preventative maintenance as requested by the City in writing, to ensure that all improvements are in-place for as much of the Preliminary Warranty period as possible. Such maintenance shall commence within thirty (30) calendar days after receipt of said written request (weather permitting).

1.3.9 Acceptance Inspection Scheduling

Upon completion of each phase of improvements, the Owner/Developer shall request a Preliminary Walk-Through Acceptance of the completed public improvements. The City will inspect the improvements, within ten (10) working days after request, and if the improvements are in substantial compliance with the accepted Plans, accept such improvements. The Owner/Developer shall be responsible for assuring that all the improvements are in good repair and are generally in an acceptable condition for a thorough visual inspection. If improvements are deemed by the City not to be in acceptable condition for a visual inspection, the Owner/Developer shall request an additional inspection within ten (10) working days.

1.3.9.1 Changes to Acceptance Inspection Date

Any changes to the inspection date requested by the Owner/Developer shall be received no less than 3 working days prior to a scheduled inspection. Notice may be written or verbal.

1.3.10 Notification of Deficiencies

At the time of or within 10 working days following an acceptance inspection, the Owner/Developer shall provide the City with a written list of deficiencies (Punch List) for the improvements. These Punch List items must be rectified by the Owner/Developer as a condition of the City granting Preliminary Acceptance. The Owner/Developer shall obtain the necessary Permits prior to commencing the remedial work. The first Permit(s) for Punch List items will be issued at no cost and be valid for 60 (sixty) calendar days. In the event the Punch List items are not complete within 60 (sixty) calendar days, an additional Permit(s) will be required to be purchased at the current cost. If the Owner/Developer wishes to request weather days during this 60 (sixty) calendar day period they will provide the City of Castle Pines a written request including justifications as to why weather days are required. The City of Castle Pines Public Works Director has the sole authority to allow or disallow weather days during this period.

1.3.11 Reinspections

When the Owner/Developer completes the repairs according to the deficiency list previously provided, a re-inspection may be scheduled by contacting the City Public Works. If inadequate repairs are observed or site conditions do not allow a visual inspection, the City may terminate the re-inspection. At which point the Owner/Developer shall take corrective measures to address comments and reschedule a new re-inspection. Re-inspection fees will be assessed via the Permit.

1.3.12 Granting Preliminary Acceptance

The City shall recommend granting or denial of Preliminary Acceptance based on re-inspection for compliance with the written deficiency list previously provided to the Owner/Developer. If new deficiencies are found, either in quality or extent of construction, the

Owner/Developer shall be notified in writing that these new deficiencies shall be corrected as a condition of Final Acceptance. Preliminary Acceptance will not be delayed by discovery of new deficiencies. The City shall issue written notice either granting or withholding Preliminary Acceptance within ten (10) working days of the acceptance reinspection. If acceptance is denied, deficiencies shall be explicitly delineated for Owner/Developer to remedy and schedule a re-inspection.

1.3.13 Denial of Preliminary Acceptance

A request for Preliminary Acceptance of subdivision improvements for which such acceptance has been previously denied by the City shall be treated as a new request for Acceptance.

1.3.14 Warranty Security

Upon Preliminary Acceptance of any Phase or Phases of a project, the Owner/Developer shall request surety reduction per the agreement. Surety shall be held for the duration of the two-year warranty period or until the Owner/Developer's obligation of the Preliminary Acceptance period is satisfied. Preliminary Acceptance security amounts are defined in the Improvements Agreement. For warranty periods greater than two years, an additional security amount shall remain in force as agreed to by the Owner/Developer and the City of Castle Pines.

1.4 FINAL ACCEPTANCE PROCESS

1.4.1 No sooner than 60 days prior to the completion of the two-year or other warranty period within a Phase or Phases of the Project the Owner/Developer shall make request with the Public Works Department for inspection of the Site. The Owner/Developer is responsible for having the public improvements clean and free of debris at the time of the inspection. Failure to do so shall require rescheduling the inspection. Rescheduling will be treated as a new inspection, not a re-inspection.

1.4.2 During the field inspection a Punch List of items requiring remedial action will be prepared. The Punch List shall be issued to the Owner/Developer within ten (10) working days of completing the inspection.

1.4.3 The Owner/Developer shall obtain the necessary Permits prior to commencing the remedial work. The first Permit for Punch List items will be issued at no cost and be valid for 60 days. In the event the Punch List items are not complete within 60 days, an additional Permit(s) will be required to be purchased at the current minimum fee or the normal cost of remaining items to be constructed (whichever is greater).

1.4.4 Upon completion of all remedial work, the Owner/Developer shall request a Final Inspection through the Public Works Department.

1.4.5 Upon satisfactory completion of the Final Inspection and the two-year warranty period, as outlined in the Preliminary Acceptance Process, the Owner/Developer shall complete and sign this form and submit to the City Public Works requesting Final Acceptance. The Public Works Director shall accept the request for Full Term Maintenance within ten (10) working days.

1.4.6 Once Final Acceptance has been obtained by the Owner/Developer of any Phase or Phases of the Project, any warranty security held by the City of Castle Pines for said Phase or Phases will be released to the Owner/Developer.

1.4.7 In the event of a winter Final Acceptance date, it would be acceptable by the City of Castle Pines to make a request to the City Public Works Department for inspection of any Phase or Phases of a Project earlier than 90 days prior to the expiration date of the two-year warranty period. Each request will be considered by the Public Works Department on a case by case basis.

1.5 ACCEPTANCE OF ROADWAYS BY A SPECIAL DISTRICT OR OTHER QUASIGOVERNMENTAL AGENCY TO BE ACCEPTED BY THE CITY OF CASTLE PINES

When a District or Agency constructs a roadway or infrastructure to be accepted by the City, Castle Pines will require both the Preliminary and Final Acceptance Walk-Through inspection results, the execution of the Punch Lists, and the completion of all repairs before the end of the two-year warranty period. This will ensure that all repairs and corrections to the construction will take place before the performance bond is released by the District or Agency.

Section 2

As-Built drawings shall be submitted to the Public Works Department for all improvements constructed under the terms of the Subdivision Improvements Agreement, Site Plan Improvements Agreement, Subdivision Improvements Agreement-Private or under the conditions specified by the Planning Commission or BCC in accepting any other land use changes, or under the terms of a Service Plan and accepted construction plan for a Metropolitan Improvement District.

2.1.1 As-Built Drawings must accompany the request for Preliminary Acceptance of the constructed public/private improvements.

2.1.2 As-Built Drawings shall consist of two (2) full size marked up paper copies of the City of Castle Pines accepted plans with the Registered Colorado Professional Engineer's signed and stamped certification note and the Registered Colorado Professional Land Surveyor certification.

2.1.3 Engineer's and Surveyor's Statements of Substantial Compliance of the Record drawings is required on the cover sheet only and as follows:

2.1.3.1 Registered Colorado Professional Engineer: The responsible P.E. for the project shall state: "Based upon review of and reliance on the field survey data and other pertinent data provided by (Name of Firm(s) or Surveyor), on (Date), and a final site investigation conducted on (Date), I hereby state that to the best of my knowledge, information and belief, it is my professional opinion that the facilities shown in these drawings were constructed in substantial compliance with the accepted Drainage Report and/or Construction Drawings and the

Engineer’s intent. This statement is based only on a review of the field survey data and a final site investigation.”

2.1.3.2 Registered Colorado Professional Land Surveyor: A registered land surveyor in the State of Colorado shall certify the as-built permanent stormwater facilities volumes at the design depths, outlet structure sizes and elevations, storm sewer sizes and invert elevations at inlets, manholes and discharge locations, representative open channel cross-sections, and dimensions of all the drainage structures. The surveyor shall also state: A Record Drawing field survey was conducted by (Surveyor), on (Dates). All items noted on these drawings with an “RD” indicate Record Drawing information based on said survey. Unless explicitly marked with an “RD” constructed condition should not be assumed. I, (Surveyor), hereby state that in my professional opinion the Record Drawing information shown on these plans accurately represents the improvements constructed.

2.1.4 Public Works staff will compare the certified As-Built Drawing information with the accepted construction drawings. Initial Acceptance for the public improvements will be issued only if:

2.1.4.1 The As-Built Drawing information demonstrates that the construction is in compliance with the design intent.

2.1.4.2 The As-Built Drawings are certified by both a Registered Colorado Professional Engineer and a Registered Colorado Professional Land Surveyor.

2.1.5 As-Built Drawings shall show the following Information:

2.1.5.1 As-Built Drawings for Roadways shall verify centerline and flowline location and elevation at high points, low points, vertical grade breaks and curves, all points of horizontal curvature, curb returns, surface utilities and structures, ROW monuments and curb ramp locations.

2.1.5.2 As-Built Drawings for Storm Sewer shall verify the size and elevation of all pipes (including pipe class), inlets, riprap, headwalls, and all other storm drainage infrastructure shown on the accepted plans, including those improvements located in areas outside of public right-of-way.

2.1.5.3 As-Built Drawings for Open Channels shall verify all drainageway grades and channel shape, horizontal and vertical information for grade control structures and stabilization measures, storm sewer outfalls if not shown on the storm sewer As-Built Drawings and maintenance access.

2.1.5.4 As-Built Drawings for permanent stormwater facilities shall verify horizontal and vertical information of all facilities including locations of low flow or trickle channels, outlet structure, emergency overflow spillway, pipe or channel inlets, water surface limits and maintenance access.

2.1.5.5 As-Built Drawings for permanent stormwater facilities shall verify horizontal and vertical information of the facility, water surface limits, and maintenance access.

2.1.5.6 As-Built Drawings for Signage and Striping Plans shall verify the type, size and location of all signage and striping shown on the accepted plans.

2.1.5.7 As-Built Drawings for Traffic Signal Plans shall verify the type, size and location of all traffic signal devices shown on the accepted plans.

2.1.5.8 As-Built Drawings for Landscape Plans shall verify locations of trees, monuments, planters, drainage improvements and trench drains shown on the accepted plans.

2.1.5.9 As-Built Drawings shall verify other information as specifically requested by the City Public Works, and as identified on the accepted plans.

2.1.6 Electronic As-Built information

2.1.6.1 The Engineer shall submit electronic As-Built information of all pipes, manholes, inlets, riprap pads, headwalls, and all other storm drainage infrastructure including inverts shown on the accepted plans, including those improvements located in areas outside of public right-of-way, to The City of Castle Pines in “DWG” or “DXF” format prior to receiving Preliminary Acceptance.

2.1.6.2 The City reserves the right to request additional electronic As-Built information in DWG and GIS formats. The City will provide the Owner/Developer a written request for additional electronic As-Built information including preferred formats prior to initial acceptance.

2.1.6.3 All electronic As-Built information shall be provided with the corresponding survey control data.

ACKNOWLEDGEMENT

Signing below indicates that I have read and understood the City of Castle Pines Acceptance Procedures and Requirements outlined in this document.

Owner/Developer Name Signature Date

INITIAL ACCEPTANCE

This section to be completed at the time of initial acceptance. The date of Public Works Director signature indicates the start of warranty period.

Owner/Developer Name Signature Date

City Inspector Signature Date

Public Works Representative Signature Date

FINAL ACCEPTANCE

This section to be completed at the time of final acceptance of the associated improvements. Signatures indicate approval for City of Castle Pines maintenance.

Owner/Developer Name Signature Date

City Inspector Signature Date

Public Works Representative Signature Date